Apple Podcasts Connect

TERMS OF SERVICE

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3.Agreement. Your use of Podcasts Connect is, if applicable, subject to the terms of any agreement between yourself and Apple with regard to your Content (“Agreement”), including, without limitation, its confidentiality provisions. In the event of a direct conflict between these Terms of Service or any information provided on Podcasts

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5.Your Information. You agree to provide accurate, current, and complete information required to register with Podcasts Connect and at other points as may be required in the course of using Podcasts Connect ("Podcaster Data"). You hereby confirm that any Podcaster Data you provide and already have provided to Apple (including, without limitation, in the Apple Podcasts application process or through prior use of Podcasts Connect) is accurate, current, and complete. You further agree to maintain and update your Podcaster Data as required to keep it accurate, current, and complete.

6.Account and Password. As a registered user of Podcasts Connect, you must establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You may not reveal your Account information to anyone else, allow anyone else to use your Account, or use anyone else’s Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized or other improper use of your Account.

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(b)your Content and its submission and use as authorized in these Terms of Service will not violate (1) any applicable law, (2) any third-party intellectual property, privacy, publicity, or other rights, or (3) any agreements with, or policies of, a third party related to use of the Content as permitted in these Terms of Service;

(c)you are responsible for making full and timely payments of all royalties, residuals, equitable remuneration, participation payments and/or other sums payable for any rights and/or waivers obtained pursuant to (i) above, and all payments that may be required under any collective bargaining, union or guild agreements related to the Content or its exploitation or other use hereunder, including any similar payments which are not now but hereafter become payable;

(d)you have the authority to make the foregoing representations and warranties on behalf of yourself and any entity on behalf of which you are making available the Content on Apple Podcasts.

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14.Notices. Apple may send you notice with respect to Podcasts Connect by sending an email message to the email address listed in your Account contact information, by sending a letter via postal mail to the contact address listed in your Account contact information, or by a posting on Podcasts Connect. Notices shall become effective immediately.

15.Governing Law. You expressly agree that the laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of Podcasts Connect and the distribution of your Content on Apple Podcasts, and that the exclusive jurisdiction for any proceeding relating in any way to your use of Podcasts Connect will be the Northern District of California. You hereby waive the right to object to the foregoing choice of law, personal jurisdiction or venue.

16.Termination. You agree to comply with the above at all times during your use of Podcasts Connect, and acknowledge and agree that subject to applicable law, Apple has the right, in its sole discretion, to terminate your account or take such other action as it sees fit if you breach any of the terms of these Terms of Service.

17.Miscellaneous. Subject to Section 3 above, these Terms of Service constitute the entire agreement between you and Apple and govern your use of Podcasts Connect, superseding any prior agreements between you and Apple. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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